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LIBERTY MUTUAL FIRE INSURANCE COMPANY

11 UNITED STATES DISTRICT COURT

12 NORTHERN DISTRICT OF CALIFORNIA

13 LARGO CONCRETE, INC., a California
14 Corporation; N.M.N. CONSTRUCTION,
INC., a California Corporation,

15 Plaintiffs,

16 v.

17 LIBERTY MUTUAL FIRE INSURANCE
18 COMPANY, a Massachusetts Corporation,
and DOES 1 through 100, inclusive.

19 Defendants.

20 AND RELATED COUNTERCLAIM

Case No. C07-04651 CRB (ADR)

Hon. Charles R. Breyer
[Complaint Filed: September 10, 2007]

**STIPULATION AND ~~PROPOSED~~
ORDER CONTINUING FURTHER
CASE MANAGEMENT CONFERENCE**

21
22 **STIPULATION**

23 This Stipulation is entered into by and between plaintiff Largo Concrete, Inc.
24 and plaintiff and counterdefendant N.M.N. Construction, Inc. (collectively "Plaintiffs"), by
25 and through their attorney of record, Kevin Kevorkian, Esquire of the Law Offices of
26 Kevin B. Kevorkian and defendant and counterclaimant Liberty Mutual Fire Insurance
27
28

1 Company ("Liberty Mutual"), by and through its attorney of record, Scott Sveslosky,
2 Esquire of Sheppard, Mullin, Richter & Hampton LLP, with respect to the following facts:

3
4 WHEREAS, since the last status conference with the Court on February 6,
5 2009, the parties have engaged in expert and non-expert discovery, including the exchange
6 of expert witness reports;

7
8 WHEREAS, the Court has set a Further Case Management Conference
9 ("CMC") to occur at 8:30 a.m. on August 21, 2009;

10
11 WHEREAS, the parties are not scheduled to participate in mediation until
12 September 15, 2009;

13
14 WHEREAS, the parties believe that a CMC will be more productive, or
15 possibly unnecessary, after they have had the opportunity to participate in mediation;

16
17 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by
18 and between the parties that:

- 19
20 1. The CMC is continued to 8:30 a.m. on September 25, 2009.

21
22 Dated: August 5, 2009

23 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

24
25 By


26 SCOTT SVESLOSKY

27 Attorneys for Defendant and Counterclaimant
28 LIBERTY MUTUAL FIRE
INSURANCE COMPANY

1 Dated: August 5, 2009

2 THE LAW OFFICES OF KEVIN B. KEVORKIAN

3
4 By



5 KEVIN KEVORKIAN

6 Attorneys for Plaintiffs and Counterdefendant

7 LARGO CONCRETE, INC. and

8 N.MN. CONSTRUCTION, INC.

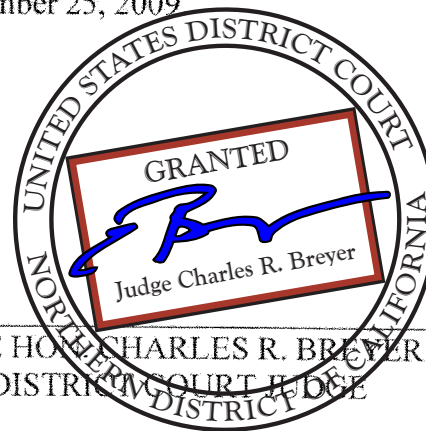
9 **ORDER**

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11 The Court, having read and considered the foregoing Stipulation, and good
12 cause appearing therefore,

13
14 IT IS HEREBY ORDERED as follows:

- 15
16 1. The CMC is continued to September 25, 2009

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19 Dated: August 11, 2009



20
21 THE HONORABLE CHARLES R. BREYER
22 DISTRICT COURT JUDGE
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